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REGISTRATION NO. _____ Filed & Recorded
JUL 19 1971 - 1 30 PM
INTESTATE COMMERCE COMMISSION

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I, Oma L. Walkup, Notary Public, County of Lincoln, State of North Carolina, have this date compared the attached copy with the original Agreement dated June 30, 1971, between Tamper, Inc., 2401 Edmund Road, West Columbia, South Carolina, and the Boston & Maine Corporation, 150 Causeway Street, Boston, Massachusetts, (consisting of nine pages), and the original Assignment by Tamper, Inc. to General Electric Credit Corporation of Georgia, and certify that the attached is a true and correct copy in all respects.

Oma L. Walkup
Notary Public

Dated this 15th day of July, 1971.

My commission expires March 10, 1976.

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RECORDATION NO. Filed & Recorded

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INSTRUMENTS (Check Appropriate)

DATED

INTERSTATE COMMERCE COMMISSION

Customer Boston and Maine Corporation☒ Conditional Sale Contract 6-30-71☐ Chattel MortgageAddress 150 Summerway Street☐ Promissory NoteCity Boston,☐ LeaseState Massachusetts☐ Other (Specify)Balance Owed by Customer \$ 75,000.00

FOR VALUE RECEIVED, undersigned (hereafter called "Assignor") hereby sells, assigns and transfers to GENERAL ELECTRIC CREDIT CORPORATION OF GEORGIA (hereafter called "GECC"), its successors and assigns, all Assignor's right, title and interest in and to the above designated instruments, hereafter called "Account", together with the property described therein, and all rights and remedies thereunder. Assignor authorizes GECC to collect any and all installments on the Account and to take any action thereunder which Assignor might otherwise take. To induce GECC to purchase the Account, Assignor warrants that: it is genuine and represents a valid deferred payment obligation of a bona fide buyer or lessee (hereafter called "Customer") for the amount owing thereunder as shown above; all names, addresses, amounts, dates, signatures and other statements and facts contained therein are true and correct; the Account property has been previously duly delivered or installed, as applicable, and accepted by Customer; the Account and any guaranty in connection therewith are and will be legally enforceable by GECC as the assignee thereof in the State(s) where the Customer and property covered therewith are located; Customer has paid thereon the down payment or advance rental, as applicable, in cash or in otherwise set forth in the Account, and no part of such down payment or advance rental has been loaned directly or indirectly by Assignor; the Account instruments evidence a valid reservation of title or first lien to the Account property effective as against all persons; the Account is and will be free from any liens, setoffs, counterclaims and other defenses; Assignor has properly and timely filed or recorded all Account instruments as required under all applicable filing and recording statutes; Assignor has the right to assign the Account and this Assignment conveys good title to the Account and property described therein, free and clear of any other liens and encumbrances whatsoever. By event of breach of any of the foregoing warranties, or if any installment on an Account becomes due and remains unpaid for more than * days, or if Customer otherwise fails to perform in accordance with the Account terms, or if Assignor becomes insolvent or makes an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against Assignor, then in any of such events Assignor shall upon demand repurchase the Account and pay GECC in cash the amount remaining to be paid thereon by Customer, less GECC's unearned purchase charges, without first requiring GECC to proceed against Customer or any other person or any security. Upon such payment by Assignor, GECC shall reassign the account upon request of Assignor without recourse or warranty upon GECC, provided Assignor is not otherwise in default to GECC. Assignor agrees that GECC may audit its books and records upon any default by Assignor hereunder and GECC may sign and endorse Assignor's name upon any remittances received from Customer on the Account or any assignment of Account instruments. GECC may, without notice to Assignor and without affecting Assignor's liability hereunder, enter into any settlement, extension, forbearance or other variation in terms in connection with the Account, or discharge or release the obligations of the Customer or other persons, by operation of law or otherwise. Any amount retained by GECC as a reserve or holdback, as indicated on the voucher of GECC's draft in payment of the purchase price for the Account, shall be held by GECC as security for but not in lieu of performance of Assignor's obligations under this or other Assignment or agreement with GECC. If Assignor fails to perform any obligation of this or other Assignment or agreement with GECC, then GECC may apply said reserve or holdback, or so much thereof as may be necessary, or any other property of Assignor in GECC's possession, to satisfy such obligation of Assignor, together with GECC's out-of-pocket expenses and reasonable attorney fees incurred in connection therewith. Such reserve or holdback need not be kept separate from GECC's funds, but may be set up on GECC's books as a credit to Assignor. When all accounts purchased by GECC from Assignor have been paid in full and all obligations of Assignor to GECC have been performed, under this Assignment or otherwise, GECC shall return to Assignor any amounts remaining in the reserve. Assignor waives any failure or delay by GECC in enforcing any right hereunder. Assignor shall not make any collections or repossessions on the Account, nor accept returns or make substitutions for Account property, except with GECC's written consent. This Assignment incorporates all terms and conditions relating to purchase of the Account by GECC and may not be modified except by duly executed written agreement. Assignor waives notice of acceptance hereof, presentment, protest and demand, and notice of protest, demand, and dishonor on the Account.

*The above number of days shall read "45 days".

Dated July 12, 1971

Tamper, Inc.

(L.S.)

Signature of Assignor if Individual; Typed Name of Assignor if other than Individual

By

R. J. Hanna

Signature

Vice President

Title

By

Signature

Title

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THIS AGREEMENT, made this 30th day of June , 1971 by
and between TAMPER, INC., incorporated in the State of New York, U.S.A.,
address - 2401 Edmund Road, West Columbia, South Carolina, U.S.A., here-
in called "SELLER" and ROBERT W. MESERVE, PAUL W. CHERINGTON
and CHARLES W. BARTLETT, as Trustees of the property of Boston and
Maine Corporation, Debtor, and not individually (see In the Matter of Boston
and Maine Corporation, Debtor, United States District Court for the District
of Massachusetts, Docket No. 70-250-F)
Address - 150 Causeway Street, Boston, Massachusetts 02114
herein called "BUYER"

WITNESSETH:

1. Description: Seller, in consideration of the payments to be paid
and the covenants and agreements to be performed by the Buyer, does hereby
sell unto Buyer the following equipment (hereinafter with all replacement parts,
additions and accessories incorporated therein and/or affixed thereto, referred
to as "Machine") on an Installment Payment Plan.

One (1) Only Model EJ-5 Autojack Electromatic Tamper

For standard gauge track, 16 tool vibratory
and squeeze type tamping, outside jacking
assembly and Delta levelling, joint peaking
attachment, fully insulated, including
standard spare parts and conforming to B & M
specifications. Serial #274451.

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2.

2. Term: The term of this agreement shall be for a basic period of three years commencing ~~on~~/~~the~~ upon dispatch~~day~~/~~of~~ from our works and thereafter for an additional period as provided therein.

3. Sale: The sale of said Machine (s) shall begin ~~on~~ upon dispatch from our works and shall be payable in quarterly payments the first payment being due ~~on~~ as follows:

YEAR ONE

Quarter

| | |
|--------|--------------|
| First | \$ 10,034.70 |
| Second | 9,791.93 |
| Third | 9,549.15 |
| Fourth | 9,306.38 |

YEAR TWO

Quarter

| | |
|--------|----------|
| First | 5,826.60 |
| Second | 5,680.94 |
| Third | 5,535.27 |
| Fourth | 5,389.61 |

YEAR THREE

Quarter

| | |
|--------|----------|
| First | 3,625.44 |
| Second | 3,528.33 |
| Third | 3,431.22 |
| Fourth | 3,334.11 |

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3.

At the expiration of said three year basic Installment Plan, Buyer shall have the full title to the equipment.

Seller agrees to send invoices to buyer for all of said above payments no less than thirty (30) days in advance of the dates on which said payments are payable.

It is expressly understood and agreed that said Machine (s) has been furnished for the operation, construction and improvements of the roads of Buyer and/or its affiliates and/or subsidiaries, and that payments are parts of the construction and working expenses of such Buyer, and that such payments shall have the same preference of payment and lien as is or may be given by law against said Buyer to claims for material supplied or labor furnished for the reconstruction, improvement or operation of its roads.

4. Place of Use: The Machine (s) shall be kept within the railroad system of the Buyer, if such should exist, and on Buyer's affiliated and subsidiary lines, and shall be used solely in the conduct of the business of Buyer and its affiliates and subsidiaries until Seller, in writing, permits its removal, or upon termination or expiration of the agreement.

5. Title: The Machine (s) shall remain personal property, and title thereto shall remain in Seller exclusively until termination of agreement Buyer shall keep the Machine (s) free from any and all liens and claims, and shall do or permit no act or thing whereby Seller's title or rights may be encumbered or impaired.

6. Possession: Seller covenants to and with Buyer that Seller is the lawful owner of said Machine (s) free from all encumbrances and that, conditioned upon Buyer's performing the conditions hereof, Buyer shall peaceably and quietly hold, possess and use the Machine (s) during said term without let or hinderance.

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4.

7. Repairs: Except as herein otherwise provided, Seller shall not be obligated to make any repairs or replacements, Buyer shall not incur for Seller's account or liability any expense therefore without Seller's written consent. Buyer shall inspect the Machine (s) after its receipt and unless Buyer notifies Seller of any defects, Buyer shall be conclusively presumed to have accepted the Machine (s) in its then condition; thereafter Buyer shall effect and bear the expense of all necessary repairs, maintenance and replacements.

8. Liability: Buyer shall indemnify and save Seller harmless from any and all damage to or loss of the Machine (s) from whatever cause, including fire, theft, or destruction from being struck by a train, or any other accident pertaining to the use, operation or control of the railway, and from liability arising from the use, maintenance and/or delivery thereof, whether in use, in transit or in storage, except when due to the sole negligence of Seller. Compensation for any loss, damage or destruction shall not exceed the amount of payments remaining payable for said Machine (s) during said basic Installment Plan.

Buyer agrees to save Seller harmless from any liability for damage to any property caused by the operation or use of the Machine (s) except when such is due to the sole negligence of Seller, its agents or employees. Buyer further agrees to save Seller harmless from any liability for death or injury to any person or persons caused by the operation or use of the Machine (s), except when such results in death or injury to any agent or employee of Seller not a revenue passenger of Buyer, unless such death or injury to an agent or employee of Seller is caused by the negligence of Buyer.

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5.

9. Taxes: Buyer shall comply with and conform to all laws and regulations relating to the possession, use or maintenance of the Machine (s) and save Seller harmless against actual or asserted violations, and pay all costs and expenses of every character occasioned by or arising out of such use, and pay promptly when due all taxes and other public charges, U. S. Federal or State, against or upon the Machine (s) as additional payment therefore. This paragraph shall not be deemed to include any income taxes assessed against Seller by any Government.

10. Operation: Buyer shall cause the Machine (s) to be operated by competent employees only and shall pay all expenses of operation.

11. Warranty: The Machine (s) will be carefully tested and inspected by Seller before shipment. Any parts or part that fails within the period of 365 days from date of shipment, through faulty material or workmanship, will be replaced, without charge, F.O.B. point of shipment, upon their return to Seller, transportation prepaid, provided that examination by Tamper, Inc. discloses that the defective part or parts have not been subjected to mis-use, negligence or accident by the Buyer. This guarantee is in lieu of any other liability on the Machine (s) and final approval of all claims under this warranty rests with Seller.

12. Patents: If, during the life of this agreement, any person shall thereafter bring any action or suit against either party hereto for alleged infringement of any patent or patent rights of any such person with respect to the Machine (s) the same shall be defended by Seller. Seller agrees to pay all costs or expenses of every kind and nature of such action or suit, and shall pay all final judgments and decrees that may be rendered in such actions.

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6.

Any and all suits for the infringement of any and all of the patents pertaining to the Machine (s) shall be brought by Seller and the costs will be borne by it.

13. Inspection: Buyer shall, whenever requested; advise Seller of the exact location of the Machine (s) and shall give Seller immediate notice of any attachment or other judicial process affecting the Machine (s). Seller, for the purpose of inspection, may at all reasonable times enter upon any job, building or place where the Machine (s) is located.

14. Non-Waiver: Time is of the essence. Seller's failure at any time to require strict performance by Buyer of any of the provisions hereof shall not waive or diminish Seller's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.

15. Default: In the event of default in the performance of any covenants herein to be performed on the part of the Buyer or the payment of any installment due hereunder when due, and if said default shall continue for ten (10) days after receipt of Buyer of written notice by registered mail, posted and addressed to Buyer at the address herein above shown, Seller may at its option:

- (A) Declare this agreement forfeited and terminate this agreement. Upon such forfeiture Seller and/or its agents, may without notice or liability or legal process, enter into any premises of or under the control or jurisdiction of Buyer or any agents of Buyer where said Machine (s) may be, or by Seller believed to be, and repossess the Machine (s), using all force necessary or permitted by applicable law so to do, and Buyer hereby expressly waives all further right to possession of the Machine (s) and all claims for injury suffered through or loss caused by such repossession or against the obligation to pay said installments

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7.

(B) Declare all payments remaining due and payable hereunder to be immediately due and payable.

Buyer waives all right of demand, presentment and notice, except as stated, and agrees that in the event Seller shall successfully bring suit to recover any monies due and to become due hereunder, or for possession of the Machine (s), it will pay a reasonable sum (fifteen percent of the amount sued for if permitted by law) as attorney fees, to be not less than fifty (\$50) dollars.

16. Assignments: Neither this agreement nor Buyer's rights hereunder shall be assignable except with Seller's written consent; the conditions hereof shall bind any permitted successors and assigns of Buyer. If Seller assigns the payments reserved herein or all or any of Seller's other rights hereunder, assignee's rights shall be independent of any claims of Buyer against Seller; Buyer on receiving notice of any such assignment, shall abide thereby and make payments as may therein be directed. Following such assignment the term "Seller" shall be deemed to include or refer to Seller's assignee.

17. Insignia: Buyer will not change or remove any insignia or lettering on the Machine (s) and shall conspicuously identify each item of the Machine (s) by suitable lettering thereon to indicate Seller's ownership.

18. Bankruptcy: For the more effectual securing to the Seller of the payments herein provided, it is agreed as a further condition of this agreement that the filing of any petition under the Federal laws relating to bankruptcy or insolvency by or against the Buyer shall be deemed to constitute a breach of this agreement, and this agreement may be cancelled at the option of the Seller. The Seller shall forthwith upon such cancellation be entitled to recover damages for such breach in an amount equal to the amount of the payments reserved in this agreement for the residue of the term hereof.

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8.

19. Field Representative: Seller agrees to furnish, at no cost to Buyer, a field representative who will assist Buyer's forces in the initial installation of said Machine (s) and who will also furnish Buyer, at no cost, with complete parts lists of said Machine (s).

20. Independent Contractor: Seller expressly covenants and agrees that Seller's employee or employees engaged in the work herein undertaken to be done by Seller are not and shall not be treated or considered as the servants and employees of Buyer.

Seller agrees to indemnify and save harmless Buyer from all loss, damage and liability arising from any cause whatsoever, including attorney fees, counsel fees, cost settlements, judgments and other expenses to which Buyer may be subject by reason or any occurrence resulting in the death or injury to any of Seller's employees performing service on the property of Buyer, except when due to the negligence of Buyer.

21. Miscellaneous: All transportation charges shall be borne by Buyer. All notices relating hereto shall be mailed registered to Seller or Buyer at its respective address above shown or at any later address known to the sender. Buyer admits the receipt of a true copy of this agreement.

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IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate as of the day and year first herein written.

TAMPER, INC.

By *L. J. Hanna*
Title *Vice President*
Date *July 1, 1971*

ROBERT W. MESERVE, PAUL W. CHERRINGTON and CHARLES W. BARTLETT, as Trustees of the Property of Boston and Maine Corporation, Debtor

By *Robert W. Meserve*
Trustee
Paul W. Cherrington
Trustee
Charles W. Bartlett
Trustee

Approved as to form
B & M Corp. Law Dept.

8/2/71

DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF MASSACHUSETTS

In Proceedings for the Reorganization of a Railroad

.....
In the matter of
BOSTON AND MAINE CORPORATION : No. 70-250-F
Debtor :
.....

ORDER AUTHORIZING TRUSTEES TO MAKE
EXPENDITURES FOR NEW TRACK AND EQUIPMENT

The petition of the Trustees of the property of the estate of the Debtor for authority to make expenditures for new track and equipment having come on for hearing on June 14, 1971, duly noticed pursuant to the order of this Court, and the parties in interest having been heard or given an opportunity to be heard and the Court being duly advised in the premises, it is

ORDERED, ADJUDGED and DECREED:

1. That the Trustees be, and they hereby are, authorized to purchase and install the new rail and track material referred to in the petition for this order, and to spend the sums required therefor; and
2. That the Trustees be, and they hereby are, authorized to purchase the two Tamper, Inc. tamping machines referred to in the petition for this order for \$70,436 and \$51,424, respectively, under conditional sales contracts; and
3. That the Trustees be, and they hereby are, authorized to purchase the tie handler, the hydraulic brush, the hydraulic rail lifter, the kit for converting power supply of tie handler, two clamshell buckets and the Hornettes

Docket No. 318

Entered June 17, 1971

engine generator referred to in the petition for this order for \$14,800, \$3,905, \$3,105, \$3,851, \$6,470 and \$569, respectively; and

4. That the Trustees be, and they hereby are, authorized to purchase the equipment and make the necessary changes and to spend the sums required therefor at Mechanicville, New York; and

5. That the Trustees be, and they hereby are, authorized to sign, seal, acknowledge and deliver such documents and to do such other acts as may be necessary or appropriate to effectuate the foregoing.

WITNESS the Honorable Francis J. W. Ford, Judge of said Court, and the seal thereof, at Boston, in said District, this 14 day of June, 1971.

s/ Austin W. Jones, Jr.
Deputy Clerk

Enter:

s/ FORD, J.

June 14, 1971

A TRUE COPY ATTEST:

Austin W. Jones, Jr.
DEPUTY CLERK